

**Blirstown Elementary School**

**Teachers' Contract**

**2010-2011**

**August 31, 2010**

# BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL

Blairstown, New Jersey 07825

## GRIEVANCE PROCEDURE

### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or interpretation, meaning, or application of any of the provisions of the Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

### 4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the superintendent of schools and/or the Board of Education for their action. Meetings for clarification may be requested by either the PR & R Committee with the Board of Education or the Board may request a meeting with the Teachers' Association.

### 5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within (10) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent and/or Board of Education or fifteen (15) school days after the grievance was delivered to the superintendent whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth its findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**D. Rights of Teachers to Representation**

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous**

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of the ARTICLE.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent or the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. All meetings and hearing under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this ARTICLE.

**BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL  
TEACHERS**

**SECTION 1**

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all teachers, counselors, Child Study Team members and school nurse under contract, employed or to be employed by the Board.
2. Unless otherwise indicated, the term "teachers", when used hereinafter in the Agreement, shall refer to all professional teachers represented by the Association the negotiating unit as above defined, and references to male teachers shall include female teachers.
3. For the 2010-2011 school years, the "faculty" will be considered a constant total number for salary purposes only in accordance with the 2010-2011 school year. The financial responsibility for additions to the faculty or changes in its membership requiring additional money will be the obligation of the Blairstown Board of Education. The term "base salary" is defined as, "that salary a permanent faculty member receives on the Bachelor's salary guide." The teacher's salary increase will be: All teachers on guide will receive their increment. All teachers at the top of the guide will receive 1.5% increase, which as of August 17, 2010, is \$21,467.00.
4. All teachers will be immediately "on guide" with a salary to be determined by the number of years of certified public school teaching experience.
5. Credit for military service time up to two years will be granted at the time of initial employment. Time in excess of two years will be halved and included in the next contract. There is a limit of four years total credit for military service.
6. The school day for teachers will be 7 hours and 5 minutes.
7. Teachers will have a duty free lunch period.
- 7a. Teachers will be guaranteed one, daily uninterrupted prep. period equal to one full class period.
8. Beginning in 2006 - 2007, teachers will be compensated for graduate credits at the following rate: Bachelors + 15 = \$500.00; Bachelors + 30 = \$500.00 Teachers compensated under previous contracts that awarded \$100.00 for each group of six graduate credits up to a maximum of thirty-six credits, or \$600.00, will be grand-fathered. Credits must be earned after the teacher has received a certified teaching degree. Teachers with a Master's Degree will receive \$2,500.00 above the BA guide. Presentation of additional credits, as mentioned above, may only be made during the months of August and January to facilitate the drawing of contracts effective September first and February first. All credits presented to the Board of Education for payment must have had prior written approval by

the Chief School Administer (CSA). All credits must be for graduate level courses in the teacher's field of endeavor, unless permission is granted by the CSA for a specific undergraduate course. The form for written approval may be obtained from the Board of Education secretary. Pay increases will be granted for graduate courses only.

9. Upon receipt of an official transcript, an additional \$500.00 will be added to the teacher's annual salary at the Master's plus 15 credit level, \$500.00 at the Master's plus 30 credit level, \$500.00 for a second Master's degree or at the Master's plus 45 credit level, and \$500.00 at the Master's plus 60 credit level for graduate credits earned after receiving a Master's Degree or attaining a Doctorate degree.
10. Teachers hired by the Blairstown Board of Education (Board) will receive longevity payments when eligible. Beginning the eleventh year of service with the Board, teachers will receive a \$100.00 longevity payment. Once a teacher is eligible, his or her annual longevity payments will be increased for the next twenty years by a maximum of \$100.00 per year until a total of \$2,000.00 is reached. See Longevity Scale A.

Longevity Scale A

<u>Year of Teaching</u>	<u>Years Completed</u>	<u>Amount</u>
11th	10	\$100
12th	11	\$200
13th	12	\$300
14th	13	\$400
15th	14	\$500
16th	15	\$600
17th	16	\$700
18th	17	\$800
19th	18	\$900
20th	19	\$1000
21st	20	\$1100
22nd	21	\$1200
23rd	22	\$1300
24th	23	\$1400
25th	24	\$1500
26th	25	\$1600
27th	26	\$1700
28th	27	\$1800
29th	28	\$1900
30th	29	\$2000

Teachers who have acquired some of their teaching experience at other school districts shall be paid a \$100.00 longevity payment by the Board after acquiring ten years experience, the last five of which have been with the Blairstown Board of Education. The longevity payment for such teachers shall begin in the teacher's sixth year of service with the Board. Once a teacher is eligible, his or her annual longevity payments shall be increased for the next twenty years by a maximum of \$100.00 per year until a total of \$2,000.00 is reached. See Longevity Scale B.

Longevity Scale B		
<u>Year of Teaching</u>	<u>Years Completed</u>	<u>Amount</u>
11th	5	\$100
12th	6	\$200
13th	7	\$300
14th	8	\$400
15th	9	\$500
16th	10	\$600
17th	11	\$700
18th	12	\$800
19th	13	\$900
20th	14	\$1000
21st	15	\$1100
22nd	16	\$1200
23rd	17	\$1300
24th	18	\$1400
25th	19	\$1500
26th	20	\$1600
27th	21	\$1700
28th	22	\$1800
29th	23	\$1900
-----30th	24	----- \$2000

- 11a. Blue Cross Blue Shield Direct Access Health Insurance and Delta Dental Insurance or other coverage equal or better will be provided to teachers. The Blairstown Teachers' Association guarantees 80 - 85% of its membership will be covered under BC/BS Direct Access. The Board of Education pays the balance of the premium, after the 1.5% of employees' base salary contribution that was mandated by NJ State law beginning September 2010, for health/dental insurance. Prescriptions for medications will be covered under Major Medical coverage. Teachers will be reimbursed a maximum of \$150.00 each for out-of-pocket expenses related to prescription drugs. Prescriptions will also be available by using a cost free mailing program. No deductible for in-network doctors. The deductible for out-of-network doctors is \$100.00 for individuals and \$250.00 for family. The co-pay for in-network services shall be \$5.00 per office visit and \$25.00 per emergency room visit. All procedures will be subject to the deductible. The maximum dental insurance coverage per year will be \$1,500.00. All employees are enrolled in the NJ Disability Insurance with Blairstown Board of Education paying 50% of the cost.
- 11b. Employees remaining in the BC/BS PPO will contribute \$10.00 per paycheck for a total of \$200.00 annually. The Board of Education annually compensates employees who waive medical insurance coverage at the following rates according to their eligibility: Family - \$5,000.00; Two Adults - \$3,500.00; Parent/Child - \$2,500.00; and Single - \$2,000.00.
- 11c. Employees may switch from BC/BS PPO to Direct Access at the beginning of each school year. All new hires will be enrolled in the Direct Access Plan.
- 11d. All new hires will be enrolled in the Direct Access Plan.
12. Teachers will be allowed ten illness/emergency days per school year. Unused days will be accumulated.

13. Three personal days will be granted per school year. The first two (2) will be without prior notice to the CSA. The third day will be granted with prior approval of the CSA. A maximum of two (2) unused personal days may be converted to cumulative sick time.
14. Teachers will be allowed up to five days paid leave for the death of an immediate family member, such as father, mother, spouse, child, brother, sister or any member of the immediate household. Up to three days paid leave will be allowed for the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and grandchildren. One day paid leave will be granted for the death of other family members. One day of paid leave per year will be granted for the death of a friend.
15. Each teacher will receive one professional day per year to enhance his or her professional development. This day must be approved by the CSA. This day may not be accumulated.
16. Teachers will participate in professional development sessions/activities on Martin Luther King Day. In the event future calendars call for students to attend classes on Martin Luther King Day, this agreement becomes null and void. In the event professional development activities are postponed due to inclement weather or some other unforeseen event, professional development activities will be re-scheduled.
17. Teachers will have the option of leaving school at 1:15 p.m. on early dismissal days scheduled for two Back-to-School Nights in September of each academic year.
18. Teachers will have the option of leaving school at 1:15 p.m. on the early dismissal days scheduled for Parent/Teacher conferences in November of each academic school year.
19. The last day of the school year for teachers will coincide with the last day of the school year for students. Teachers will have the option of leaving school at 1:15 p.m. Teachers will complete a Statement of Assurances check-out form prior to leaving on the last day of school each year.
20. The President of the Blairstown Teachers' Association will receive one hour per week planning period (mutually agreeable between the CSA and the President) to meet with administrators to conduct association business.
21. A teacher who has a planning period shortened for the long term (an academic school year) will be informed in writing as soon as that determination is made with a copy sent to the BTA executive committee.
- 22a. Teachers attending classes on a defined college/university campus will receive tuition reimbursement equal to (100%) of the New Jersey State College rate after receipt of a teacher's teaching certificate in his/her field of employment. There will be a limit of \$18,000.00 available for courses per contract year (July 1 to June 30). Each teacher may receive reimbursement for a maximum of 12 (twelve) credits per contract year. The course must have prior written approval from the CSA and must be in the teacher's field of endeavor. Reimbursement will be made upon receipt of an official transcript to the Board of Education upon completion of the course in which a final grade not lower than a "B" is obtained.

- 22b. Monies in this pool are designated for graduate level credits (or above) only. This pool is not to be used for obtaining National Board for Professional Teaching Standards Certification.
- 22c. Any employee who receives compensation for graduate credits taken and voluntarily leaves the district within two years after receiving such compensation, except for retirement purposes and specific life exceptions such as serious illness or spouse relocating due to job change; the employee will reimburse the school district the full amount awarded for tuition, within the last two (2) years of employment. Other extenuating circumstances may occur, requiring review by the administration and/or the board of education. Any monies recovered will be returned to the "pool" in the year in which it is recovered and combined with the amount that is to be provided for the current contract year.
- 22d. Requests for tuition reimbursement:
- Requests for tuition reimbursement for the summer session will be accepted starting on the last school day in March.
  - Requests for tuition reimbursement for the fall session will be accepted starting the last school day in May.
  - Requests for tuition reimbursement for the spring session will be accepted starting on the last school day in November.
  - Requests for tuition reimbursement will only be granted for the upcoming semesters within the current school year and limited to six (6) credits per semester and 12 credits per school year.
- 22e. One-third of the tuition pool will be available for each enrollment period. Any monies remaining at the end of the school year will be evenly divided among the teachers taking credits for which they were not fully compensated.
- 22f. If funds are available in the tuition account, teachers may be allowed reimbursement for an additional three (3) credits in order to complete a Masters degree for courses taken beyond the present twelve (12) credit cap. Teachers must make application to the CSA for this additional reimbursement by June 15.
- 22g. If sufficient funds remain available in the tuition account after aforementioned reimbursements, those monies will be used for an additional payout made to teachers for the full amount of tuition incurred for courses whose rates exceed the New Jersey state rate. Where upon sufficient funds are not available, an even distribution, per course, not exceeding the actual tuition, will be paid.
- 22h. Tuition reimbursement will be granted as follows: all requests for tuition reimbursement will be prioritized based first, on date of submission and second, on years of experience at Blairstown Elementary School.

- 22i. On- line courses at the graduate level may be approved if offered by colleges and universities with an on-campus minimum enrollment of 1,000 undergraduate students who are attending classes on a defined college or university campus.
23. Upon retirement from the Blairstown School District, a teacher with fifteen (15) years experience, ten (10) in Blairstown, will receive reimbursement for his/her unused accumulated illness/emergency days up to a maximum total of 200 days at \$50 per day.
24. Upon retirement, all teachers will be allowed to continue their health benefits at the group rate (paid by employee).
25. Hourly compensation rate for BTA members attending summer IEP's, working additional hours, and presenting workshops will be \$40.00.
26. For BTA members attending summer and week-end workshops compensation will be \$150.00 per day for a 6 hour day or \$75.00 for a 3 hour day.
27. Compensatory time will be granted to teachers who coordinate or supervise extra curricular activities at a rate equal to time spent outside of contract hours, as agreed upon by the CSA and teacher(s) directly involved in the extra-curricular activity. Six (6) hours equals one (1) compensation day. (Compensatory time determined prior to the activity.)
28. The Blairstown School District will notify all staff members of any new or potential vacant employment positions and compensatory openings by posting positions on the bulletin board in the faculty room and via email within 48 hours of the position becoming available.
29. Any grant money that is awarded through application from the grant committee shall be posted and shall be available to all qualified teaching staff members. This does not include grants written by individuals and awarded for their specific purposes.
30. Certificated staff that complete the process for and are awarded the National Board for Professional Teaching Standard Certification will have an additional \$1,000 added to their annual salary for each year for the life of the certificate.
31. **For teachers who retire before attaining age 55:** Any amount attributable to unused accumulated illness/emergency days shall be paid per the amount in #23.

**For teachers who retire at age 55 or later:** Any amount attributable to unused accumulated illness/emergency days shall be made a Non-Elective Employer Contribution to an eligible 403(b) plan.

## **Blairstown Elementary School Teachers' Contract**

### **Section 2**

The Blairstown Board of Education shall deduct, from the pay of all non-member employees in the unit, a representation fee, in lieu of dues, for services rendered by the Blairstown Teachers' Association in accordance with C.34:13A-5.5.

The representation fee to be paid by non-members/fee payers will be determined by an impartial arbitrator in accordance with the law.

On or about the first of November of each year, the Board will submit to the association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

The Board will deduct from the salaries of the fee paying unit members, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board receives said notice.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of the Article. The Association shall intervene in and defend any administrative or court litigation.

## 2010-2011 School Year

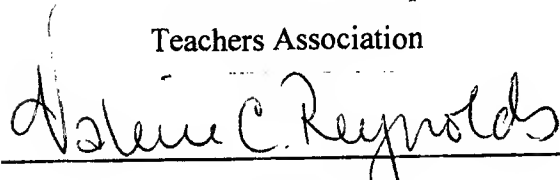
<b>10-11 Steps</b>	<b>EXP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA +30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60/PhD</b>
22 & 23	21 & 22	81,450	81,950	82,450	83,950	84,450	84,950	85,450	85,950
21	20	75,800	76,300	76,800	78,300	78,800	79,300	79,800	80,300
20	19	72,000	72,500	73,000	74,500	75,000	75,500	76,000	76,500
19	18	69,000	69,500	70,000	71,500	72,000	72,500	73,000	73,500
17 & 18	16 & 17	67,300	67,800	68,300	69,800	70,300	70,800	71,300	71,800
16	15	62,775	63,275	63,775	65,275	65,775	66,275	66,775	67,275
14 & 15	13 & 14	61,250	61,750	62,250	63,750	64,250	64,750	65,250	65,750
13	12	60,000	60,500	61,000	62,500	63,000	63,500	64,000	64,500
12	11	58,300	58,800	59,300	60,800	61,300	61,800	62,300	62,800
11	10	56,800	57,300	57,800	59,300	59,800	60,300	60,800	61,300
10	9	55,300	55,800	56,300	57,800	58,300	58,800	59,300	59,800
9	8	53,900	54,400	54,900	56,400	56,900	57,400	57,900	58,400
7 & 8	6 & 7	52,200	52,700	53,200	54,700	55,200	55,700	56,200	56,700
6	5	51,400	51,900	52,400	53,900	54,400	54,900	55,400	55,900
5	4	50,200	50,700	51,200	52,700	53,200	53,700	54,200	54,700
3 & 4	2 & 3	49,000	49,500	50,000	51,500	52,000	52,500	53,000	53,500
2	1	48,000	48,500	49,000	50,500	51,000	51,500	52,000	52,500
1	0	47,000	47,500	48,000	49,500	50,000	50,500	51,000	51,500


## BLAIRSTOWN ELEMENTARY SCHOOL TEACHERS' CONTRACT

This agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2011.


In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by the respective secretaries all on the day and year first above written.

Blairstown Township  
Teachers Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Blairstown Township  
Board of Education

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary